



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

August 14, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: TUJUNGA WASH - PARCELS 454,
632, 632A, 634, 634A, 636 THROUGH 639, 641, 642, 651 THROUGH 653,
768, 787, 787A, 832, AND 862
USE AGREEMENT - CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find this transaction categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that the proposed 20-year Use Agreement between the Los Angeles County Flood Control District and the City of Los Angeles will not interfere with the Los Angeles County Flood Control District's use of said property.
3. Instruct the Chairman to sign the Use Agreement and authorize delivery to the City of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Los Angeles County Flood Control District (LACFCD) to enter into an agreement with the City of Los Angeles (City) for the use of a portion of Tujunga Wash, Parcels 454, et al., to operate and maintain existing hiking and bicycle trails, landscaping, and irrigation; remove and replace the

Board of Supervisors
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Fifth District

existing pedestrian bridge; and add five interpretive stations, new concrete hardscape, and additional landscaping. This action will allow for the dual use of flood control right of way without interfering with its flood control purpose.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we improve the quality of life for the residents of the County through Community Services (Goal 6). The improvements will improve the aesthetics of the area and allow the residents to view and learn about The Great Wall of Los Angeles mural.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

There will be no monetary consideration paid for the Use Agreement provided the use of the LACFCD property is for recreational purposes. The Los Angeles County Flood Control Act (Flood Control Act) provides for LACFCD property to be used for these purposes as long as the recreational purposes are compatible with the LACFCD purposes of flood control, water quality, and water conservation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Parcels 454, et al., are located along Tujunga Wash between Burbank Boulevard and Oxnard Street and on the west side of Tujunga Wash between Burbank and Chandler Boulevards, in the community of North Hollywood, City of Los Angeles.

The Use Agreement is for 20 years. A majority of the irrigation and landscaping, as well as the hiking and bicycle trails, are in place and were installed under a permit issued in 1977. In conjunction with the Social and Public Resource Center's restoration of The Great Wall of Los Angeles, the City is removing and replacing a pedestrian bridge and installing five interpretative stations.

Section 2, paragraph 5, of the Flood Control Act provides that the improvement of existing facilities may involve aesthetic treatment in order that the facility will be compatible with existing or planned development in the surrounding area.

Section 2, paragraph 14, of the Flood Control Act authorizes the LACFCD to provide, by agreement with other public agencies, for the recreational use of the lands, facilities, and works of the LACFCD which shall not interfere or be inconsistent with the primary use and purpose of such lands, facilities, and works by such LACFCD.

The Honorable Board of Supervisors
August 14, 2007
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The Use Agreement has been reviewed and approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). The project is with the class of projects which have been determined not to have a significant effect on the environment in that they meet the criteria specified in Sections 15301(a) and 15302(c) of the State CEQA Guidelines and Classes 1(d) and 2(a) of the California Environmental Document Reporting Procedures and Guidelines, Appendix G.


IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action allows for the use and enjoyment of the LACFCD right of way by the public without interfering with the primary mission of the LACFCD.

CONCLUSION

Please return one adopted copy of this letter and two executed Use Agreements to the Department of Public Works, Mapping & Property Management Division. Retain one Use Agreement for your file.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
PAP:adg

Attachments (3)

c: County Counsel
Auditor-Controller (Accounting Division - Asset Management)
Department of Public Works (Fiscal)

ORIGINAL

AGREEMENT NO. _____
TUJUNGA WASH
PARCELS 454, 632, 632A, 634,
634A, 636 through 639, 641,
642, 651, 652, 653, 768, 787,
787A, 833, AND 862
RW MAP NO. 11-RW 25.1
THOMAS GUIDE PAGES 532 E-7
AND 562 E-1
THIRD DISTRICT

USE AGREEMENT

This Agreement, entered into on _____ 2007, by and between the
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic
(hereinafter referred to as DISTRICT),

and

CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as USER),

W I T N E S S E I H

WHEREAS, the DISTRICT owns fee title to that portion of Tujunga Wash
between Burbank Boulevard and Oxnard Street and the west side of Tujunga Wash
between Burbank and Chandler Boulevards, in the community of North Hollywood, City
of Los Angeles, State of California; and

WHEREAS, the USER desires to operate and maintain existing hiking and
bicycle trails, landscaping and irrigation; remove and replace existing pedestrian bridge;
and add five interpretive stations, new concrete hardscape, and additional landscaping
(hereinafter referred to as IMPROVEMENTS), within the DISTRICT's fee property limits
as indicated above; and

WHEREAS, the DISTRICT, while performing the primary functions of flood
control, watershed management, and water conservation, is willing to cooperate where
feasible with the USER, in the USER's use of that portion of Tujunga Wash between
Burbank Boulevard and Oxnard Street and the west side of Tujunga Wash between
Burbank and Chandler Boulevards, in the City of Los Angeles, as more particularly
shown on Exhibits A and A-1, attached hereto, and made a part hereof (hereinafter
referred to as PREMISES. As used herein, the term PREMISES does not include or
apply to the wall of, or area within the flood control channel, but shall include the fence
located on top of the channel wall); and

WHEREAS, the DISTRICT and the USER desire to enter into this Use Agreement to establish the construction, operation, maintenance, and financial obligations of each party in regard to USER's use of PREMISES.

NOW, THEREFORE, in consideration of the promises and faithful performance by USER and DISTRICT of mutual covenants herein contained, for the period of time herein set forth, the DISTRICT and USER hereto mutually agree as follows:

SECTION I

USER AGREES:

1. To bear all costs of any nature whatsoever in connection with IMPROVEMENTS and any other costs which are necessary for the USER's use of the PREMISES.
2. To obtain approval of the plans and specification for the IMPROVEMENTS in the form of a no-fee permit from DISTRICT's Construction Division, Subdivisions and Permits Unit, prior to commencing any construction work on PREMISES. USER shall also secure DISTRICT's prior approval as set forth herein and revise the permit for any changes made to the approved plans and specifications.
3. To provide DISTRICT with approved As-Built plans.
4. To be responsible for operating and maintaining the PREMISES and not permit trash or rubbish to accumulate, nor to commit, suffer, or permit any waste on the PREMISES or to operate the PREMISES in violation of laws or ordinances. USER shall maintain and clean the PREMISES at a level of service not less than provided at adjacent locations in the area.
5. To remove graffiti from the PREMISES and any walk, fences, and signs which are adjacent to the PREMISES, provided that the USER has the legal right to do so.
6. If property of DISTRICT is damaged by USER or any person entering the PREMISES with the consent of the USER, either expressed or implied, USER shall replace or repair the damaged property within a reasonable time to the satisfaction of the DISTRICT or compensate the DISTRICT for the damage within ninety (90) days of billing.
7. The IMPROVEMENTS will be subject to removal by USER at DISTRICT's request, and cost for removal and restoration of PREMISES shall be borne by USER.

8. Without limiting USER's indemnification of the DISTRICT, all parties acknowledge that the USER is self-insured for General Liability and Worker's Compensation. As a minimum, USER shall maintain coverage in the amounts equivalent to the following commercial insurance coverage:
- Coverage for general liability and property damage with a combined single limit liability in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000), per occurrence.
 - Worker's Compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the DISTRICT and USER against any loss, claim, or damage arising from any injuries or occupation diseases occurring to any worker employed by or any person retained by USER in the course of carrying out the work or services contemplated in this Agreement.
 - In the event USER procures commercial insurance policies for this PREMISES, the County of Los Angeles and Los Angeles County Flood Control District, its governing Board, officers, agents, contractors, and employees shall be named as Additional Insured on all policies of liability insurance. In the event such commercial insurance policy is obtained, USER shall furnish DISTRICT a Certificate of Insurance evidencing USER's insurance coverage no later than ten (10) working days after execution of this Use Agreement, but before USER takes possession of the PREMISES. Upon renewal of said policy, USER shall furnish to DISTRICT a Certificate evidencing USER's continued insurance coverage herein.
 - Alternatively, USER may elect to provide a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.

SECTION II

DISTRICT AGREES:

1. To review plans and specifications for the PREMISES and appurtenant facilities and notify USER of its approval.
2. To grant USER permission to use DISTRICT's right of way for purposes stated herein.
3. To inspect the PREMISES for compliance with approved plans and specifications.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
2. Use of the PREMISES shall be subordinate to the basic flood control, watershed management and water conservation purpose of the area as determined by the DISTRICT's Chief Engineer and shall in no way conflict with this purpose. The DISTRICT reserves the right to terminate this Use Agreement, by giving USER thirty (30) days written notice, should, in its opinion, there develop a substantial incompatibility between the USER's permitted use herein of PREMISES and DISTRICT's current or future use of PREMISES for flood control, watershed management, water conservation, utility, or transportation purposes, arising from any cause whatsoever. It is further understood and agreed that DISTRICT may enter onto the PREMISES and/or temporarily suspend this Use Agreement for flood control, watershed management and water conservation purposes, without notice to USER, in order to allow the performance by DISTRICT, its officers, agents, invitees, and employees of emergency services work necessary to protect life, property, or the PREMISES from impending fire, fire damage, earthquake damage, flood damage, road damage, or any other condition the DISTRICT determines to be an emergency. In such cases of emergencies, as the DISTRICT will solely determine, the PREMISES could be subject to temporary closure.
3. Indemnification.
 - (a) Except to the extent caused by DISTRICT's negligence, USER agrees to indemnify, defend, and hold harmless DISTRICT, its governing Board, officers, employees, engineers, contractors, and agents against any claims, demands, liabilities, damages, costs, and expenses of any nature whatsoever, arising from or in connection with (1) the use, construction, reconstruction, maintenance, operation, or removal by USER of any improvements constructed or maintained by USER on, above or under the PREMISES (including the use of IMPROVEMENTS by third parties) or (2) breach of any of USER's obligations under this Use Agreement. For purposes of this Section 3, DISTRICT shall mean the Los Angeles County Flood Control District, the County of Los Angeles and their governing Boards, officers, agents and employees, and USER shall mean the City of Los Angeles and its governing Boards, officers, agents and employees.
 - (b) Except to the extent caused by DISTRICT's negligence, DISTRICT shall not be liable for any loss occurring due to the operation of the

PREMISES by USER; for injury, loss, death to any person whomsoever, including third parties, any damage or destruction to the PREMISES, at any time, occasioned by or arising out of, indirectly, solely, or contributory by: (1) any act, activity or omission of USER or anyone holding under USER; (2) the occupancy or use of the PREMISES or any part thereof, by or under USER; and/or (3) any state or condition of the PREMISES caused by or relating to IMPROVEMENTS or any part thereof.

(c) Except to the extent attributable to the concurrent negligence, or misconduct of USER, DISTRICT agrees to indemnify, defend and hold harmless USER, its governing council, officers, employees, engineers, contractors, and agents against the claims of any third parties for any damage, destruction, personal injury or death, attributable to the negligence or misconduct of the DISTRICT.

(d) Each party agrees to include the other within the protection of any indemnification clause contained in any contract relating to the PREMISES.

4. USER waives all rights to damages and releases DISTRICT of all liability for any loss, cost or expense USER may sustain as a result of damage to or destruction of IMPROVEMENTS or any property of USER on or adjacent to the PREMISES caused by DISTRICT's flood control, watershed management or water conservation facilities and operations.
5. DISTRICT, its Board, any authorized officer, engineer, employee, contractor, through its agents or representatives, shall have full right and authority to enter in and upon the PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by USER, its agents, officers, contractors, employees or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for the protection of any right or interest of the DISTRICT.
6. Except as to fuels, lubricants and products associated with motorized vehicles and/or equipment and/or gardening or maintenance-related substances, USER shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of the DISTRICT. In the event of spillage, leakage or escape of any hazardous substance onto the PREMISES, USER shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage or escape was caused by USER, USER shall promptly remove any such substance from the PREMISES to the DISTRICT's satisfaction. In addition to removing any of USER's HAZARDOUS substances, USER shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer. Such responsibility shall

include cost or expenses as DISTRICT may incur by reason of Federal, State, local or other authoritative agency's laws and regulations. Notwithstanding the foregoing, USER shall have no responsibility regarding any spill, leak or escape associated with any of DISTRICT's tenants, licensees or easement holders.

7. USER shall be the lead agency and will provide the necessary environmental clearances and any other permits as required by law.
8. The term of this Use Agreement shall be for twenty (20) years (Initial Term), subject to the DISTRICT's right to terminate as provided for in paragraph 2 above.
9. USER shall have the right to renew this Use Agreement beyond the Initial Term on a year-to-year basis for a period not to exceed twenty (20) years, provided a written request from the USER is received by the DISTRICT no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term and upon written approval of DISTRICT. The DISTRICT shall have the right to cancel this Use Agreement for any reason, after the Initial Term, upon thirty (30) days' written notice to USER.
10. Except as otherwise stated in this Use Agreement, this Use Agreement can only be cancelled by USER as provided herein or terminated by DISTRICT for breach of any term or provision in this Use Agreement, provided, however, that a failure to perform any provision, covenant or condition of this Use Agreement shall not be deemed a breach if cured within thirty (30) days of written notice of breach.
11. Notices.
All notices herein that are to be given or that may be given by either party shall be in writing and shall be deemed to have been given three business days after deposit in the U.S. Mail addressed as follows:

To DISTRICT:

Mapping & Property Management Division
Los Angeles County Flood Control District
Department of Public Works
900 South Fremont Avenue, 10th Floor
Alhambra, CA 91803-1331

[tel.: (626) 458-7065 or (626) 458-7072; fax (626) 289-3618
for Emergencies, contact (626) 458-HELP (4357)]

To USER:

Superintendent
Valley Regional Operations
Department of Recreation and Parks
6336 Woodley Avenue
Van Nuys, CA 91406

(818) 368-8343 or (818) 756-8060; fax (818) 908-9786

Superintendent
Planning and Development
Department of Recreation and Parks
City of Los Angeles
1700 West 7th Street, 7th Floor
Los Angeles, CA 90017

(213) 928-9191; fax (213) 928-9180)

Office of the City Attorney
Real Estate Division
City of Los Angeles
200 North Main Street, Room 701
Los Angeles, CA 90012

AKNOWLEDGEMENTS

IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused the Use Agreement to be subscribed by the Chairman of the Board and the seal of the DISTRICT to be affixed hereto and attested by its Executive Officer of the Board of Supervisors, and the USER has hereunto subscribed their names, the date and year first above written.

USER:
CITY OF LOS ANGELES
a municipal corporation

Approved as to Form:
ROCKARD J. DELGADILLO
City Attorney

Kenneth T. Ryan
Deputy City Attorney

By [Signature]
By [Signature]

July 25, 2007
Date
July 25, 2007
Date

7/26/07
Date

DISTRICT:

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By _____

Date

ATTEST:

Sachi A. Hamai, Executive Officer
of the Board of Supervisors of the County of Los Angeles

By: _____
Deputy

Approved as to Form:
RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
Deputy

WH:jb
P6/useWH

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this _____ day of _____, 20____, the facsimile signature of _____, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

(LACFCD-SEAL)

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

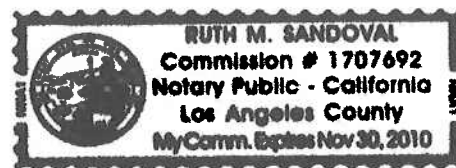
On July 25, 2007, before me, Ruth M. Sandoval, Notary Public,
(insert name of the officer) (insert title of the officer)

personally appeared Lisa T. Skisato and Dan Gonzalez
(insert name(s) and title(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM (FOR COUNTY USE ONLY)

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On _____, before me, CONNY B. McCORMACK, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared _____

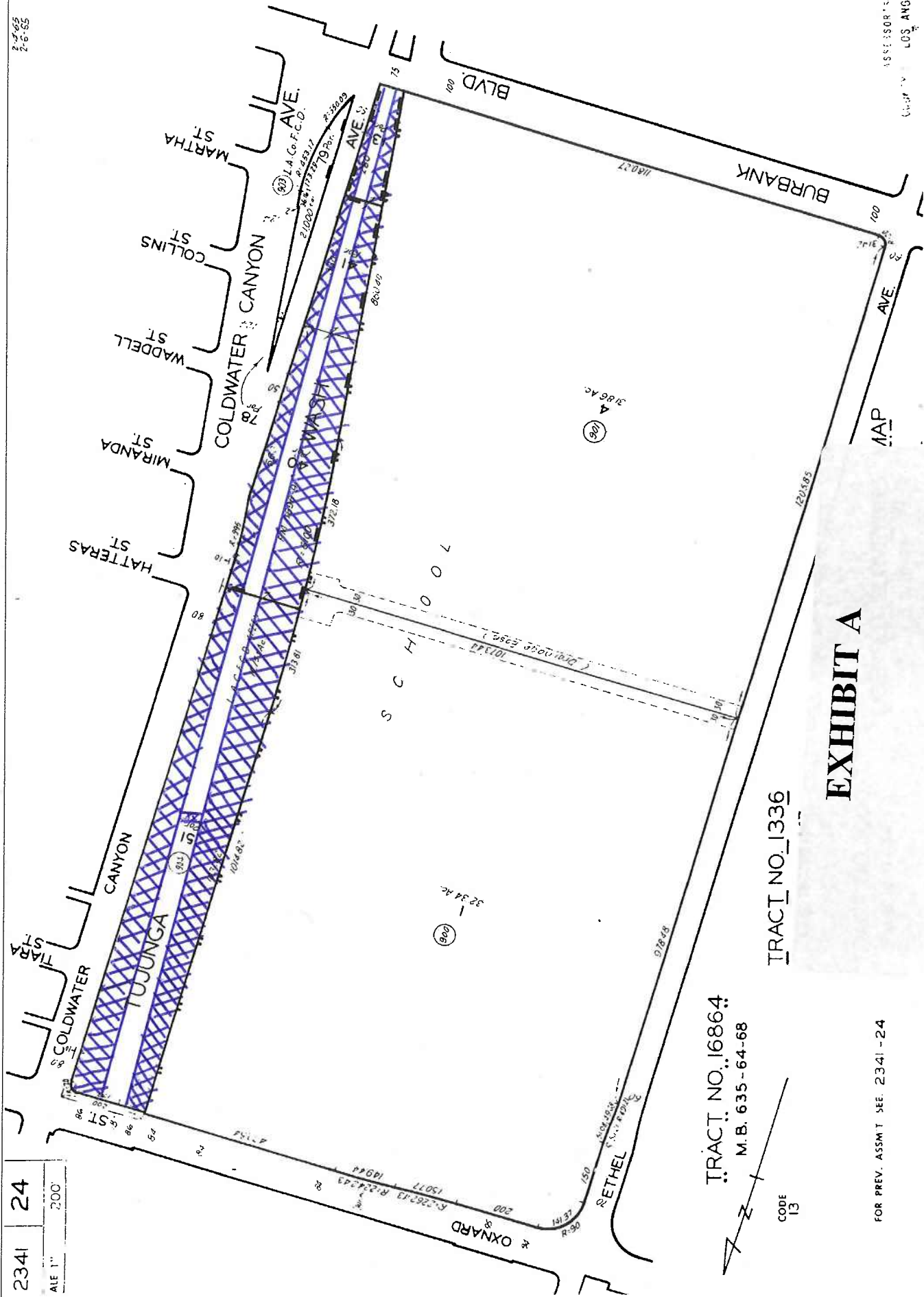
_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CONNY B. McCORMACK, Registrar-Recorder/
County Clerk of the County of Los Angeles

By _____
Deputy County Clerk

(Seal)



TRACT NO. 16864
M.B. 635-64-68

M.B. 635-64-68

TRACT_NO_1336

EXHIBIT A

FOR PREV. ASSM'T SEE. 2341-24

ASSASSIN'S MAP
LOS ANGELES, CALIF.

1989

BK.
2341

930540040
700814410
840129108-8
8806278500185

*Diagrammatic depicts approximate dimensions.
The assessment of units in the following Airspace Plans, includes all rights and interests in the common areas as set forth in deeds of record.

Plan Reference	Common Area		Subdivision of Airspace
	Tract No.	Lot Type	
F-51762	1-14	87	43492
	1 & 2	Condo	28, sheet 2

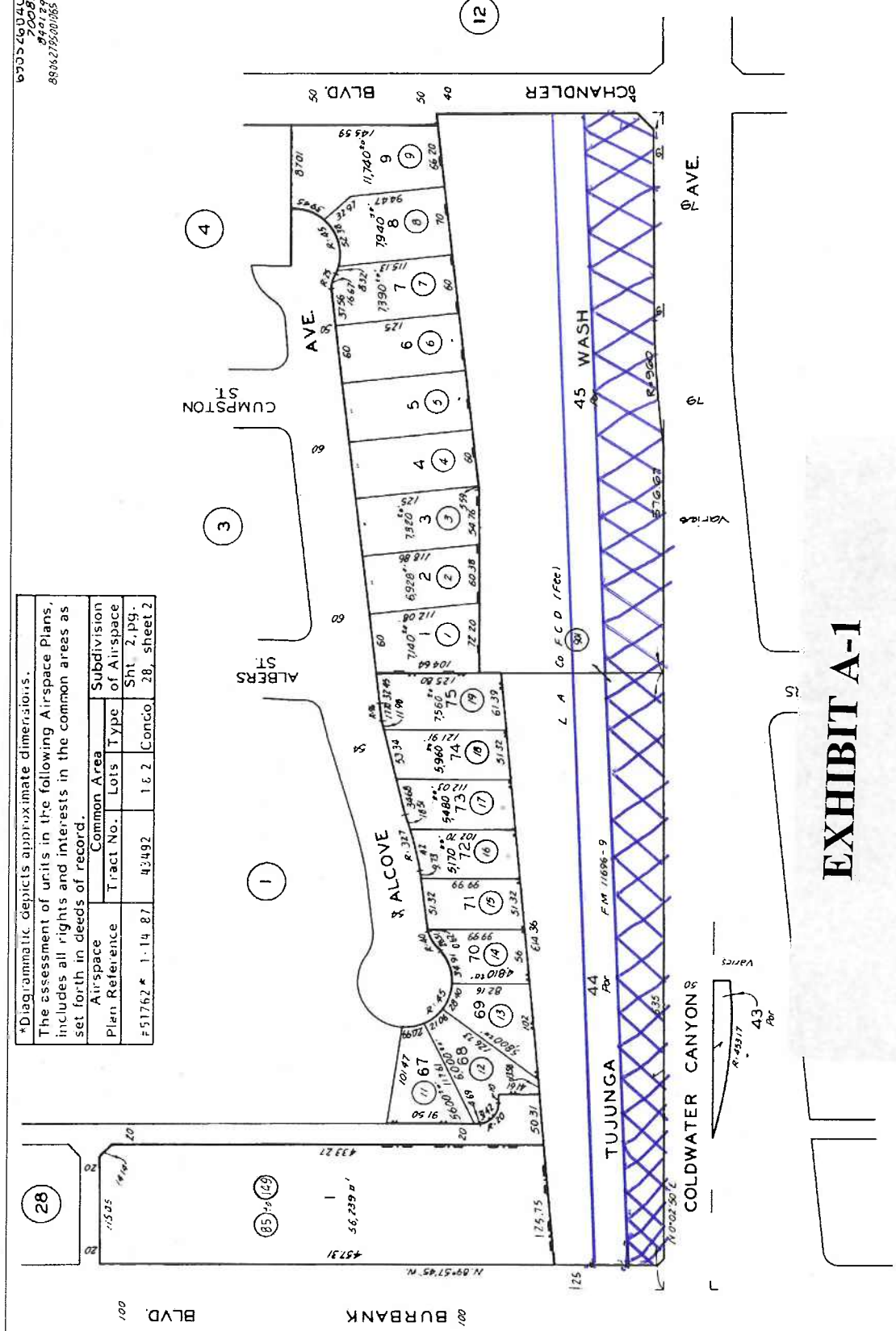


EXHIBIT A-1

TRACT NO. 19863
TRACT NO. 19863
CONDOMINIUM
TRACT NO. 43492

M.B. 784-48-50
M.B. 1076-64-65